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October 13, 2023

Via E-Mail

Mr. James Pope

THE POPE LAW FIRM

6161 Savoy Drive, Suite 1125

Houston, Texas 77036

Re: Adversary Proceeding – Cause No:23-06009; ***Galleria Owner, LLC, et al. v. National Bank of Kuwait, S.A.K.P., New York Branch***; in the United States Bankruptcy Court – Southern District.

Dear Mr. Pope,

Pursuant to the attached temporary injunction, Naissance Galleria, LLC is prohibited from taking any action unless authorized by my client, Ms. Azeemeh Zaheer. Ms. Zaheer did not authorize you to file suit on behalf of Naissance Galleria, LLC and against National Bank of Kuwait, S.A.K.P., New York Branch (“NBK”) in the above referenced Adversary Proceeding. Ms. Zaheer requests that you do not proceed with the Adversary Proceeding against NBK and file a motion to dismiss without prejudice by end of business, October 16, 2023. Should you fail to dismiss the claims against NBK, Ms. Zaheer has authorized me to seek the appropriate judicial sanctions and administrative relief.

Thank you for your attention to this matter and please let me know if you have any questions.

Very truly yours,



David Tang

Cc:

PORTER HEDGES

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CAUSE NO. 2023-43755

NAISSANCE GALLERIA, LLC,	§	IN THE HARRIS COUNTY
<i>Plaintiff,</i>	§	
	§	
v.	§	80th CIVIL DISTRICT COURT
	§	
AZEEMEH ZAHEER	§	
<i>Defendant.</i>	§	HARRIS COUNTY, TEXAS

TEMPORARY INJUNCTION ORDER

After considering **DEFENDANT AZEEMEH ZAHEER'S COUNTER-PETITION AND REQUEST FOR INJUNCTIVE RELIEF AND MOTION TO DISMISS AND SUPPLEMENT TO HER COUNTER-PETITION AND REQUEST FOR INJUNCTIVE RELIEF AND MOTION TO DISMISS**, the pleadings, the testimony, and the evidence at the temporary injunction hearing from September 5, 2023 through September 7, 2023, the Court finds the following:

1. Defendant Azeemeh Zaheer ("Azeemeh") formed and incorporated Naissance Capital Real Estate, Ltd. ("Naissance UK") in November 2015 with her as the sole member;
2. Azeemeh formed and incorporated Plaintiff Naissance Galleria, LLC, a Cayman Islands Limited Liability Company ("Naissance Cayman") in April 13, 2018 with her as the sole member;
3. Naissance Cayman is the "mezzanine lender" loaning approximately \$16 million dollars on May 28, 2018 to Galleria 2425 JV, LLC - an entity in which Ali Choudhri ("Choudhri") has an interest;
4. On or about July 18, 2022, Azeemeh, on behalf of Naissance Cayman, sent a Notice of Default, to Galleria 2425 JV, LLC, for failing to make loan payments, among other defaults, on the \$16 million loan;
5. On or about July 28, 2022, Choudhri's counsel responded to the July 18, 2022 Notice of Default claiming that Azeemeh assigned her authority as managing member for Naissance Cayman to Ali Choudhri and attached a one (1) page document, dated July 3, 2020, and titled "Assignment of Naissance Galleria, LLC and Naissance Capital Real Estate, Ltd." ("Subject Assignment");
6. The Subject Assignment references an attached Exhibit A as being "Amended and Restated Limited Liability Company Agreement of Naissance Galleria, LLC and Naissance Capital Real Estate, Ltd." ("Amended Company Agreement");

7. The Amended Company Agreement is twenty-seven (27) pages and was not an attachment to Choudhri's July 28, 2022 response to the Notice of Default;
8. Choudhri claims that Azeemeh signed her name on both signature blocks on the Subject Assignment. Azeemeh asserts that she did not sign the Subject Assignment;
9. Azeemeh's signatures on the Subject Assignment do not match and the hand written date of July 3, 2020 noted on two places on the Subject Assignment also do not match;
- ~~10. It appears that at least 2 or more different persons signed Azeemeh's name and wrote the date of July 3, 2020 twice;~~
11. The Amended Company Agreement contains a signature page that does not belong to the document because the identifying footer on the signature page does not match the identifying footer on the rest of the pages of the document;
12. Choudhri testified that he had his attorney Bruce Merwin draft and send him the Subject Assignment on July 3, 2020.
13. However, Chris Wyatt, Chief Operating Officer of one of Choudhri's companies, testified that Choudhri had asked him to draft a version of the Subject Assignment, and he produced text messages from Ali Choudhri which states – "[w]ould you print what you prepared Azeemeh to sign for my being Mgr."
14. It appears that the Subject Assignment ^{could be} ~~is~~ a forged document;
15. Choudhri testified that he will continue to hold himself out as Naissance Cayman's manager and operate and make decisions for Naissance Cayman;
16. Choudhri testified that he would only stop representing himself as Naissance Cayman's manager if a Court of Judge ordered him to do so;
17. Choudhri admits that he, as purported manager for Naissance Cayman, could forgive the \$16 million mezzanine loan to his company, Galleria 2425 JV, LLC;
18. The Subject Assignment has materially and substantially interfered with Azeemeh's ability to operate Naissance Cayman;
19. In one instance, Azeemeh, through her legal counsel, attempted to talk and negotiate with National Bank of Kuwait ("NBK"), through its legal counsel, Charles Conrad to stop a foreclosure;
20. NBK's lawyer stopped the conversation because Choudhri represented himself as the manager for Naissance Cayman;
21. NBK's lawyer felt it was useless to negotiate and enter into any potential agreement(s) with Azeemeh based on Choudhri's assertion that he was the manager for Naissance Cayman

22. Because of the dubious Subject Assignment and Amended Company Agreement, Azeemeh's access to the judicial process is also unreasonably hampered;
23. Azeemeh authorized suit against NBK and Bradley Parker seeking an injunction to stop an imminent foreclosure. However, because Choudhri had represented to the Ancillary Court that he was the manager of Naissance Cayman, the Ancillary Judge gave no weight to Azeemeh's arguments against foreclosure;
24. Azeemeh has suffered irreparable harm for which money damages cannot be measured and will continue to suffer irreparable harm unless an injunction is granted to maintain the status quo;
25. Azeemeh has a probable right of relief sought in her counter-petition and any supplement to same; and
26. Azeemeh has presented ~~more than~~ some evidence to sustain a declaratory judgment that Choudhri has presented a forged document (Subject Assignment) that is void as a matter of law, ~~and, alternatively, any actions taken on behalf of same is voidable.~~

The Court hereby GRANTS **DEFENDANT AZEEMEH ZAHEER'S** ~~COUNTER-PETITION AND REQUEST FOR INJUNCTIVE RELIEF AND MOTION TO DISMISS AND SUPPLEMENT TO HER COUNTER-PETITION AND REQUEST FOR INJUNCTIVE RELIEF AND MOTION TO DISMISS~~ and it is, therefore, ORDERED, ADJUDGED and DECREED that Plaintiff Naissance Galleria, LLC shall be enjoined from taking any action, operation, and decisions in the course of its business unless specifically authorized by Defendant Azeemeh Zaheer.

This case is set for trial on the 22nd day of January, 2024, ~~2023~~. The Court sets bond at ~~\$100.00~~. \$10,000.00

Signed this ____ day of _____, 2023 at ____ a.m./p.m.

Signed: 
9/21/2023
JUDGE PRESIDING

Approved as to Form and Substance:

DAVID TANG, ATTORNEY AT LAW



By: _____

David Tang

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ATTORNEYS FOR DEFENDANT, AZEEMEH ZAHEER

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

DAvid Tang on behalf of David Tang
 Bar No. 24014483
 dtangattorney@gmail.com
 Envelope ID: 79540131
 Filing Code Description: Proposed Order
 Filing Description:
 Status as of 9/14/2023 9:48 AM CST

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